

EXHIBIT 3D

Class 6 Ballot

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF
REORGANIZATION OF FTX TRADING LTD. AND ITS DEBTOR AFFILIATES**

Class 6 General Unsecured Claims

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS
BALLOT CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**PLEASE BE SURE TO LEAVE SUFFICIENT TIME TO CAREFULLY READ AND COMPLETE THIS
BALLOT.**

**THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY
RECEIVED* BY THE SOLICITATION AGENT BY [·], 2024, AT 4:00 P.M., PREVAILING EASTERN
TIME (THE “VOTING DEADLINE”).**

¹ The last four digits of FTX Trading Ltd.’s and Alameda Research LLC’s tax identification numbers are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson’s Commercial Complex, Friars Hill Road, St. John’s, Antigua and Barbuda.

**PLEASE READ – YOUR RESPONSE IS REQUIRED BY [•], 2024, AT 4:00 P.M., PREVAILING
EASTERN TIME**

- You are receiving this ballot (this “**Ballot**”) because you are a Holder of a Class 6 General Unsecured Claim of FTX Trading Ltd. (“**FTX Trading**”) and its affiliated debtors and debtors-in-possession (collectively, the “**Debtors**” and each, a “**Debtor**”), who filed voluntary petitions of relief under title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”).
- The Debtors are seeking Bankruptcy Court approval for a chapter 11 plan filed as part of their bankruptcy proceedings.
- Under the Plan, unless you **affirmatively opt out** in accordance with the instructions set forth in this Ballot, you will be deemed to grant the releases contained in Section 10.5 of the Plan (the “**Third-Party Release**”). You have the right to opt out of the Third-Party Release. To do so, you must check the opt-out box on page [•] of this Ballot and return this Ballot to the Solicitation Agent by the Voting Deadline. You do not need to vote on the Plan to opt out of the Third-Party Release. The definitions of Released Parties and Releasing Parties are also attached to this Ballot for your convenience of review. These defined terms control the scope of the Third-Party Release.
- If you vote to accept the Plan in **Item 4** of this Ballot, and do not make the Convenience Claim Election, you may still vote to opt out of the Third-Party Release. However, if you are deemed to vote to accept the Plan by virtue of making the Convenience Claim Election in **Item 5**, your election to opt out of the Third-Party Release will be voided and you shall be deemed a “**Releasing Party**” under the Plan.

The Debtors are soliciting votes to accept or reject the *Joint Chapter 11 Plan of Reorganization of FTX Trading Ltd. and its Debtor Affiliates* (as may be amended, supplemented, or otherwise modified from time to time and including all exhibits or supplements thereto, the “**Plan**”), attached as **Exhibit A** to the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of FTX Trading Ltd. and its Debtor Affiliates* (as may be amended, supplemented or otherwise modified from time to time and including all exhibits or supplements thereto, the “**Disclosure Statement**”).² The Disclosure Statement provides you with information to make an informed decision on the Plan. Votes are being solicited from Holders of Class 5A Dotcom Customer Entitlement Claims, Class 5B U.S. Customer Entitlement Claims, Class 5C NFT Customer Entitlement Claims, Class 6 General Unsecured Claims, Class 7A Dotcom Convenience Claims, Class 7B U.S. Convenience Claims, Class 7C General Convenience Claims, Class 8B PropCo DM Claims, Class 8C PropCo General Unsecured Claims and Class 11 Subordinated Claims (each, a “**Voting Class**” and collectively, the “**Voting Classes**”).

You are receiving this ballot (this “**Ballot**”) because you are the Holder of a Class 6 General Unsecured Claim as of [•], 2024 (the “**Voting Record Date**”). For a detailed discussion of the treatment of Class 6 General Unsecured Claims under the Plan, please review the Disclosure Statement and the Plan.

BALLOT

Please review the detailed instructions attached hereto as **Annex A** (the “**Ballot Instructions**”) regarding how to complete and submit this Ballot. Once completed and returned in accordance with the attached Ballot Instructions, your vote on the Plan will be counted in Class 6 General Unsecured Claims. A Voting Class will accept the Plan if Holders of at least two-thirds in amount and more than one-half in number of Claims that submit votes in that Voting Class vote to accept the Plan. The Bankruptcy Court may confirm the Plan if the Plan otherwise satisfies the

² Capitalized terms not otherwise defined herein shall have the meaning given to them in the Plan or Disclosure Statement, as applicable.

requirements of section 1129 of the Bankruptcy Code. After Confirmation, the Plan will be binding on all Holders of Claims and Interests irrespective of whether the Holder voted to accept or to reject the Plan.

TO HAVE YOUR VOTE COUNT AS EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, YOU MUST COMPLETE AND RETURN THIS BALLOT VIA THE ONLINE VOTING PORTAL OR BY MAIL SO THAT THE SOLICITATION AGENT ACTUALLY RECEIVES IT ON OR BEFORE THE VOTING DEADLINE OF [•], 2024, AT 4:00 P.M., PREVAILING EASTERN TIME.

To vote, you **MUST**: (a) fully complete this Ballot; (b) clearly indicate your decision to accept or reject the Plan under the applicable scenario in **Item 4** of this Ballot; and (c) sign, date, and return this Ballot via the Solicitation Agent's online voting portal or by mail as described below.

To submit your Ballot via the online voting portal, please visit <https://restructuring.ra.kroll.com/FTX/> and follow the instructions to submit your Ballot.

To submit your Ballot via mail, please send to:

FTX Trading Ltd. Ballot Processing Center
c/o Kroll Restructuring Administration LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

You should review the Disclosure Statement, the Plan, and the Ballot Instructions before you vote to accept or reject the Plan. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Class 6 General Unsecured Claim. Your Claim has been placed in Class 6 under the Plan. If you hold Claims in Voting Classes other than with respect to the Class 6 General Unsecured Claim as set forth in **Item 1** or multiple Claims within the same Voting Class, you will receive multiple ballots. Each ballot must be completed and returned by the Voting Deadline for the votes on the respective ballots to be counted.

The rights and treatment for each Class are described in the Disclosure Statement, which is included in the package (the "**Solicitation Package**") you are receiving with this Ballot. If you desire paper copies of the Solicitation Package materials, or if you need to obtain additional Solicitation Packages, you may obtain them by: (a) calling the Solicitation Agent at [•] (Toll-Free) or +[•] (International); (b) e-mailing the Solicitation Agent at ftxinfo@ra.kroll.com with a reference to "In re: FTX - Solicitation Inquiry" in the subject line; or (c) writing to the Solicitation Agent at FTX Trading Ltd. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232. You may also obtain copies of any pleadings filed with the Bankruptcy Court for free by visiting the Debtors' restructuring website, <https://restructuring.ra.kroll.com/FTX/Home-Index>, or for a fee via PACER at: <http://pacer.psc.uscourts.gov>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan, making certain elections contained herein, and making certifications with respect to the Plan. If you believe you have received this Ballot in error, please contact the Solicitation Agent **immediately** at the address, telephone number, or email address set forth above.

If the Bankruptcy Court confirms the Plan, the terms of the Plan will bind all Holders of Claims and Interests, including you, regardless of whether you vote to accept or reject the Plan.

To have your vote count as either an acceptance or rejection of the Plan, you must complete and return this Ballot so that the Solicitation Agent **actually receives** it on or before the Voting Deadline.

THE VOTING DEADLINE IS [•], 2024, AT 4:00 P.M., PREVAILING EASTERN TIME.

Item 1 Voting Amount of Class 6 General Unsecured Claim.

For purposes of voting to accept or reject the Plan, to the extent all or part of your Class 6 General Unsecured Claim includes cryptocurrency, such cryptocurrency will be valued and converted to U.S. dollar amounts using the cryptocurrency amounts set forth in the Debtors' Schedules as converted by the valuations to be set forth in an order by the Court (the "Scheduled Amount"). Your Scheduled Amount is as listed in this **Item 1**.

If you did not file a Proof of Claim, the amount of your Class 6 General Unsecured Claims for purposes of voting to accept or reject the Plan (the "Voting Amount") will be the Scheduled Amount. Conversely, if you filed a timely Proof of Claim (or filed an untimely Proof of Claim that has been allowed as timely on or before the Voting Record Date), the Voting Amount will be the amount asserted in your Proof of Claim, unless your Proof of Claim is subject to a pending objection as of the Solicitation Mailing Deadline. If your Proof of Claim is subject to a pending objection as of the Solicitation Mailing Deadline and the Scheduled Amount is not scheduled as contingent, unliquidated or disputed, the Voting Amount shall be your Scheduled Amount. If your Proof of Claim is subject to a pending objection as of the Solicitation Mailing Deadline and (i) the Scheduled Amount is scheduled as contingent, unliquidated or disputed or (ii) if your Proof of Claim is in respect of a Claim that does not appear in the Schedules, the Voting Amount shall be \$1.00. For additional details regarding the Voting Amount, please refer to Section 4(ii) of the Solicitation and Voting Procedures. Your Voting Amount is as listed in this **Item 1**.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of a Class 6 General Unsecured Claim as set forth below and understands that the undersigned is eligible to make the election in **Item 3**.

Relevant Ballot Amounts
Scheduled Amount: _____
Voting Amount: _____

For additional details regarding the treatment and rights for Class 6 General Unsecured Claims under the Plan, please review the Disclosure Statement and the Plan.

Item 2. Guide for Filling Out this Ballot.

All Holders of Class 6 General Unsecured Claims should review and consider whether to make the elections in this Ballot and review the Ballot Instructions in **Annex A** attached to this Ballot to understand the contents of this Ballot.

Item 3. General Convenience Claim Election.

Any Holder whose Class 6 General Unsecured Claims with a Scheduled Amount as set forth in **Item 1** totaling more than \$10,000 may irrevocably elect to have such Class 6 General Unsecured Claim reduced to \$10,000 and receive the treatment for Class 6C as a Class 6C General Convenience Claim (such election, the "Convenience Claim Election"). By making the Convenience Claim Election for your Class 6 General Unsecured Claim, the aggregate amount of such Class 6 General Unsecured Claim for distribution will be irrevocably reduced to \$10,000 (the "Convenience Claim Treatment"). Please review the below chart to understand the difference in the treatment for Class 6 General Unsecured Claims and Class 6C General Convenience Claims.

Voting Class	Description	Treatment
Class 6	General Unsecured Claims	[•] ³
Class 7C	General Convenience Claims	[•] ⁴

Your Convenience Claim Election will not affect your Voting Amount.

If you would like to make the Convenience Claim Election and receive the Convenience Claim Treatment in respect of your Class 6 General Unsecured Claim as set forth in **Item 1**, you should check the applicable box below. Checking the box below constitutes a vote to **accept** the Plan. ***If you accept the Convenience Claim Election AND vote to reject the Plan, your Convenience Claim Election controls, your vote to reject the Plan will be voided and you shall be deemed to have accepted the Plan.***

The undersigned, a Holder of a Class 6 General Unsecured Claim against the Debtors as set forth in the chart in **Item 1**, elects as follows:

☐ **Accept the Convenience Claim Election** and the reduction of your Class 6 General Unsecured Claim to \$10,000 (for distribution purpose) and are and hereby deemed to vote all such Class 6 General Unsecured Claim in favor of the Plan, to not opt out of the Third-Party Release, and to receive the Convenience Claim Treatment on this reduced amount.

In the event of any inconsistent elections on this Ballot, a valid acceptance of the Convenience Claim Election will control and your Ballot will be deemed to vote to accept the Plan and you will be deemed to not opt out of the Third-Party Release.

Item 4. Vote on Plan.

You are eligible to vote to accept or reject the Plan in this **Item 4** ***unless*** you elected to accept the Convenience Claims Election, in which case your Class 6 General Unsecured Claim will be counted as a vote to accept the Plan, regardless of any boxes checked below.

To vote in this **Item 4**, you must check the applicable box in the right-hand column below to “accept” or “reject” the Plan.

The below table maps out different scenarios and your eligibility to vote to accept or reject the Plan.

Please note that you are required to vote all of your Class 6 General Unsecured Claim as set forth in **Item 1** either to accept or reject the Plan. You **may not** split your vote.

If you **do not** indicate that you either accept or reject the Plan by checking the applicable box below, **and** you did not make the Convenience Claim Election in **Item 3**, your vote will not be counted in Class 6 General Unsecured Claims.

If you indicate that you both accept and reject the Plan by checking both boxes below, and you did not make the Convenience Claim Election, your vote will not be counted.

³ NTD: To be updated per plan treatment.

⁴ NTD: To be updated per plan treatment.

Please note that the Convenience Claim Election is at your option. Holders that make the Convenience Claim Election may receive a distribution that is less than the distribution such Holders would have received had they decided not to make the Convenience Claim Election.

The undersigned, a Holder of a Class 6 General Unsecured Claim against the Debtors as set forth in the chart in **Item 1**, votes to (please check **one box** in each row in the right column to the extent applicable):

Scenario	Voting to Accept or Reject the Plan
Scenario 1 (where you make the Convenience Claim Election in Item 3)	DEEMED TO ACCEPT (VOTE FOR) THE PLAN BASED ON CONVENIENCE CLAIM ELECTION
Scenario 2 (where you do not make the Convenience Claim Election in Item 3)	<input type="checkbox"/> ACCEPT (VOTE FOR) THE PLAN <input type="checkbox"/> REJECT (VOTE AGAINST) THE PLAN

Item 5. Third-Party Release.

THE PLAN CONTAINS MUTUAL THIRD-PARTY RELEASE. ALL PARTIES THAT GRANT A RELEASE TO THE RELEASING PARTIES ARE ALSO RELEASED PARTIES. IF YOU DO NOT WISH TO GRANT (AND RECEIVE) THIS MUTUAL THIRD-PARTY RELEASE, YOU MUST AFFIRMATIVELY OPT OUT OF THE THIRD-PARTY RELEASE. IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE, THIS FAILURE TO ACT WILL BE CONSTRUED BY THE DEBTORS AS CONSENT TO THE THIRD-PARTY RELEASE. THE DEBTORS WILL ASK THE BANKRUPTCY COURT TO DEEM YOUR FAILURE TO OPT OUT AS CONSENT TO THE THIRD-PARTY RELEASE, INCLUDING CONSENT TO THE BANKRUPTCY COURT'S AUTHORITY TO GRANT THE THIRD-PARTY RELEASE.

IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE, YOU WILL BE DEEMED A RELEASING PARTY PROVIDING THE RELEASES CONTAINED IN SECTION 10.5 OF THE PLAN. AS A HOLDER OF A CLASS 6 GENERAL UNSECURED CLAIM, YOU ARE A "RELEASING PARTY" UNDER THE PLAN UNLESS YOU OPT OUT OF THE THIRD-PARTY RELEASE. YOU MAY CHECK THE BOX BELOW TO DECLINE TO GRANT THE THIRD-PARTY RELEASE. IF YOU DECIDE TO OPT OUT OF THE THIRD-PARTY RELEASE IN THIS **ITEM 5**, YOU ARE INELIGIBLE TO MAKE THE CONVENIENCE CLAIM ELECTION IN **Item 3**. CONVERSELY, IF YOU MAKE THE CONVENIENCE CLAIM ELECTION IN **Item 3**, YOU ARE NOT ELIGIBLE TO OPT OUT OF THE THIRD-PARTY RELEASE AND ANY ATTEMPTED OPT-OUT OF THE THIRD-PARTY RELEASE WILL BE VOID.

YOU WILL BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN ONLY IF (I) THE BANKRUPTCY COURT DETERMINES THAT YOU HAVE THE RIGHT TO OPT OUT OF THE THIRD-PARTY RELEASE AND (II) YOU DO NOT CHECK THE BOX BELOW TO OPT OUT OF GRANTING THE RELEASES. YOUR RECOVERY UNDER THE PLAN REMAINS UNAFFECTED WHETHER OR NOT YOU ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE. IF YOU VOTE TO ACCEPT THE PLAN IN **Item 4** OF THIS BALLOT, YOU MAY STILL VOTE TO OPT OUT OF THE THIRD-PARTY RELEASE. HOWEVER, IF YOU ARE DEEMED TO VOTE TO ACCEPT THE PLAN BY VIRTUE OF MAKING THE CONVENIENCE CLAIM ELECTION IN **Item 3**, YOUR ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASE WILL BE VOIDED AND YOU SHALL BE DEEMED A "RELEASING PARTY" UNDER THE PLAN.

☐ By checking this box, you elect to **OPT OUT OF** the Third-Party Release.

Section 10.5 of the Plan contains the following Third-Party Release:

For good and valuable consideration, including the service of the Released Parties to facilitate the administration of the Chapter 11 Cases, the implementation of the Plan, and the distribution of proceeds, on and after the Effective Date, to the fullest extent permitted by applicable law, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge the Released Parties of any and all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor, and its successors, assigns and representatives, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, breach of contract, violations of federal or state securities laws or otherwise, including those that any of the Debtors, the Plan Administrator or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the conduct of the businesses of the Debtors, these Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the Plan Supplement or the Disclosure Statement, the administration of Claims and Interests prior to or during these Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Plan Supplement, the Disclosure Statement or, in each case, related agreements, instruments or other documents, any action or omission with respect to Intercompany Claims, any action or omission as an officer, director, agent, representative, fiduciary, controlling person, member, manager, affiliate or responsible party, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date of the Plan, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a Final Order to have constituted gross negligence, willful misconduct, fraud, or a criminal act. Nothing in this Section 10.5 shall cause the release of (a) any Excluded Party nor (b) any Preserved Potential Claims that are otherwise transferred to, and may be prosecuted by, the Wind Down Entity pursuant to the terms of the Plan.

Definitions Related to the Debtor Release and the Third-Party Release:

- (1) Under the Plan, “**Released Parties**” means, the Exculpated Parties. Notwithstanding anything to the contrary in the Plan or Plan Supplement, no Excluded Party shall be a Released Party.
- (2) Under the Plan, “**Releasing Parties**” means, (a) the Debtors; (b) each of the Supporting Parties; (c) the Holders of all Claims who vote to accept the Plan and do not opt out of granting the releases set forth herein; (d) the Holders of all Claims that are Unimpaired under the Plan; (e) the Holders of all Claims whose vote to accept or reject the Plan is solicited but who (i) abstain from voting on the Plan and (ii) do not opt out of granting the releases set forth therein; (f) the Holders of all Claims or Interests who vote, or are deemed, to reject the Plan but do not opt out of granting the releases set forth therein; and (g) all other Holders of Claims or Interests to the maximum extent permitted by law. Holders who were not provided a Ballot or an Election Form and are not listed in clauses (a) through (g) above are not Releasing Parties.
- (3) Under the Plan, “**Excluded Party**” means any (a) Control Person, (b) former director, officer or employee of any Debtor not incumbent as of the Confirmation Date, or (c) other Entity associated with the Debtors that is identified by the Debtors in the Plan Supplement as an Excluded Party.
- (4) Under the Plan, “**Exculpated Party**” means (a) the Debtors, (b) the Official Committee and its current members, in their capacities as such, (c) the Fee Examiner, and (d) with respect to each Entity named in (a) through (c), any Person or Entity to the extent acting as a director, officer, employee, attorney, financial advisor, restructuring advisor, investment banker, accountant and other professional or representative of such Entity at any time from and after the Petition Date. Notwithstanding anything to the contrary in the Plan or the Plan Supplement, no Excluded Party shall be an Exculpated Party.

Item 6. Certifications

1. The undersigned, as of the Voting Record Date, is (a) the Holder of the Class 6 General Unsecured Claim being voted or (b) the authorized signatory for an entity that is a Holder of such Class 6 General Unsecured Claim entitled to accept or decline the Convenience Claim Election and to vote to accept or reject the Plan on behalf of the Holder of such Class 6 General Unsecured Claim;
2. the undersigned has received a copy of the solicitation materials, including the Plan and the Disclosure Statement, and acknowledges that the undersigned's vote as set forth on this Ballot is subject to the terms and conditions set forth therein and herein; and
3. either (a) no other ballot with respect to the same Class 6 General Unsecured Claim identified in **Item 1** has been cast or (b) if any other ballot has been cast with respect to such Class 6 General Unsecured Claim, then any such earlier ballots are hereby revoked and deemed to be null and void.

Item 7 Ballot Completion Information

Name of Holder: _____

Signature: _____

Signatory Name (if
other than the
Holder): _____

Title (if other than
the Holder): _____

Address: _____

Email Address: _____

Telephone Number: _____

Date Completed: _____

No fees, commissions, or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the Plan. This Ballot shall not constitute or be deemed a proof of claim or equity interest or an assertion of a claim or equity interest.

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT IN ACCORDANCE WITH INSTRUCTIONS CONTAINED HEREIN. THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT PRIOR TO THE VOTING DEADLINE VIA THE ONLINE VOTING PORTAL AT RESTRUCTURING.RA.KROLL.COM/FTX OR BY MAIL TO FTX TRADING LTD. BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232.

THE VOTING DEADLINE IS [•], 2024, AT 4:00 P.M., PREVAILING EASTERN TIME.

**THE SOLICITATION AGENT MUST ACTUALLY RECEIVE THIS
BALLOT ON OR BEFORE THE VOTING DEADLINE.**

Annex A
Class 6 General Unsecured Claim

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Class 6 General Unsecured Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meanings set forth in the Plan or Disclosure Statement, as applicable, a copy of which also accompanies the Ballot.

PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT. BEFORE COMPLETING ANY ITEMS ON THE BALLOT, PLEASE REVIEW THE DESCRIPTION OF YOUR CLAIMS, THE TREATMENT OF THOSE CLAIMS, AND ANY APPLICABLE ELECTIONS, AS WELL AS THESE BALLOT INSTRUCTIONS.

PLEASE ALLOW SUFFICIENT TIME TO CAREFULLY READ AND COMPLETE THE BALLOT.

IF YOU MAKE THE ELECTION CONTAINED IN Item 3 OF THE BALLOT, YOUR VOTE WILL AUTOMATICALLY BE COUNTED AS A VOTE TO ACCEPT THE PLAN.

Optional Convenience Claim Election

If you are a Holder of a Class 6 General Unsecured Claim with a Scheduled Amount as set forth in Item 1 totaling more than \$10,000 and you wish to make the Convenience Claim Election, irrevocably reducing your Class 6 General Unsecured Claim to \$10,000 and receiving the treatment for a Class 6C General Convenience Claim for distribution purposes, check the box in Item 3 of the Ballot. You must make the Convenience Claim Election as to the entire amount of your Class 6 General Unsecured Claim as set forth in Item 1. You may not split your Class 6 General Unsecured Claim as set forth in Item 1.

If you make the Convenience Claim Election, all of your Class 6 General Unsecured Claim as set forth in Item 1 will be counted as a vote to accept the Plan.

If you do not make the Convenience Claim Election, you should vote your Class 6 General Unsecured Claim to accept or reject the Plan in Item 4.

Your Convenience Claim Election will not affect your Voting Amount.

2. If you vote to accept the Plan in Item 4 of this Ballot and do not make the Convenience Claim Election, you may still vote to opt out of the Third-Party Release. However, if you are deemed to vote to accept the Plan by virtue of making the Convenience Claim Election in Item 3, your election to opt out of the Third-Party Release will be voided and you shall be deemed a “Releasing Party” under the Plan.
3. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon Holders of Claims and Interests if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims in at least one Class of Impaired creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
4. This Ballot contains voting options with respect to the Plan.
5. To vote, you **MUST**: (a) fully complete this Ballot; (b) clearly indicate your decision to accept or reject the Plan under the applicable scenario in Item 4 of this Ballot; and (c) sign, date, and return this Ballot via the Solicitation Agent’s online voting portal or by mail as described below.

To submit your Ballot via the online voting portal, please visit <https://restructuring.ra.kroll.com/FTX/> and follow the instructions to submit your Ballot.

To submit your Ballot via mail, please send to:

FTX Trading Ltd. Ballot Processing Center
c/o Kroll Restructuring Administration LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

The Solicitation Agent's online voting platform is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, e-mail, or other means of electronic transmission will not be counted.

6. Any Ballot submitted that is incomplete, indicates unclear or inconsistent votes with respect to the Plan, or is improperly signed and returned via the Solicitation Agent's online voting platform will not be counted unless the Debtors otherwise determine to accept such Ballot.
7. To vote, you **MUST** submit your completed Ballot via the online voting portal or by mail so that it is **ACTUALLY RECEIVED** by the Solicitation Agent on or before the Voting Deadline. The Voting Deadline is **12/18/2024, at 4:00 p.m.**, prevailing Eastern Time.
8. Any Ballot received by the Solicitation Agent after the Voting Deadline will not be counted with respect to acceptance or rejection of the Plan, as applicable, unless the Debtors otherwise determine. No Ballot may be withdrawn or modified after the Voting Deadline without the Debtors' prior consent.
9. Delivery of a Ballot reflecting your vote to the Solicitation Agent will be deemed to have occurred only when the Solicitation Agent actually receives the Ballot. In all cases, you should allow sufficient time to assure timely completion and submission of the Ballot via the online voting platform or via mail.
10. If you deliver multiple Ballots for your Class 6 General Unsecured Claim as set forth in **Item 1** to the Solicitation Agent, **only** the last properly executed Ballot timely received will be deemed to reflect your intent and will supersede and revoke any prior received Ballot(s) for such Class 6 General Unsecured Claim.
11. You must vote all of your Class 6 General Unsecured Claim as set forth in **Item 1** either to accept or reject the Plan and may not split your vote.
12. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest, or an assertion or admission of a Claim or an Interest, in the Debtors' Chapter 11 Cases.
13. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan that are other than as set forth in, or are inconsistent with, the information contained in the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.
14. ***You must SIGN AND DATE*** your Ballot.¹ A Ballot properly submitted via the Solicitation Agent's online voting portal shall be deemed to contain an original signature of the Holder submitting such Ballot. Please provide your name and mailing address in the space provided on this Ballot.

¹ If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors, the Debtors' counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such holder.

15. Except with respect to your Class 6 General Unsecured Claim as set forth in **Item 1**, if you have other Claims, you may receive more than one ballot coded for each such Claim. Each ballot votes only your Claim indicated on that ballot. Accordingly, complete and return each ballot you receive. To the extent that you receive multiple Ballots on account of different Claims, you are not required to vote to accept or reject the Plan in the same manner or make the same elections in such Ballots.

PLEASE RETURN YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE SOLICITATION AGENT AT: [•] [•] (TOLL-FREE) OR +[•] [•] (INTERNATIONAL) OR EMAIL FTXINFO@RA.KROLL.COM AND REFERENCE “IN RE FTX – SOLICITATION INQUIRY” IN THE SUBJECT LINE.

THE VOTING DEADLINE IS [•] [•], 2024, AT 4:00 P.M., PREVAILING EASTERN TIME.

**THE SOLICITATION AGENT MUST ACTUALLY RECEIVE THIS
BALLOT ON OR BEFORE THE VOTING DEADLINE.**